

REAL ESTATE

FOR SALE

On-Line Auction



Former Federal Complex 607 Hardesty Avenue Kansas City, Missouri 64124

Auction Begins August 27, 2007

Sale No. GSA-R-1521

U.S. General Services Administration Public Buildings Service
Office of Real Property Disposal (7PR)
819 Taylor Street, Room 8A10, Fort Worth, Texas 76102-6103
Phone: (817) 978-2331
www.propertydisposal.gsa.gov



IMPORTANT NOTICE

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold, or as otherwise specified herein, at the GSA Office of Real Property Disposal in Fort Worth, TX.
- Bid amounts will be deposited upon receipt, with a refund of the amount to the unsuccessful bidders after award, except as otherwise provided herein.
- Bids must be made on the Bid Forms contained in this IFB.
- All bids must include a bid deposit as described herein.
- Credit card deposits must include the "Deposit by Credit Card" form included in this IFB.
- The following information must appear in the lower-left hand corner of the bid envelope:

SALE #	GSA-R-1521
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the Property on the Internet at www.propertydisposal.gsa.gov.

SALE OF GOVERNMENT REAL PROPERTY

SALE No. GSA-R-1521

INVITATION FOR BIDS

Former Federal Complex
607 Hardesty Avenue
Kansas City, Missouri 64124

Bids for the purchase of the Government owned Property described in the Schedule portion of this Invitation for Bids will be received continuously, or as otherwise specified herein, by the General Services Administration for Sale Number GSA-R-1521, at the General Services Administration Public Buildings Service, Office of Real Property Disposal (7PR), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102-6103. As used herein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BID REGISTRATION SHOULD BE SUBMITTED TO:

General Services Administration
Office of Real Property Disposal (7PR)
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102-6103

The Property can be viewed and inspected by calling Laura McGinnis at (816) 823-5355 or by writing to GSA Office of Real Property Disposal (7PR), 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102. Email address is laura.mcginis@gsa.gov.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion; (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

SCHEDULE

1. Location and Description

Seven buildings of various sizes containing approximately 572,556 gross sq. ft. on 18.267 acres, more or less, located at 607 Hardesty Avenue, Kansas City, Missouri 64124.

2. Legal Description

All the land lying between Independence Avenue on the North, Hardesty Avenue on the West, the Kansas City Terminal right-of-way on the Southeast, and the central line of Topping Avenue (as originally located) on the East, being 21.593 acres, more or less (corrected by government survey 21.795 acres, more or less), formerly known as the National Bellas Hess Property and more particularly described in the legal description of said Property herein, to-wit:

ALL that part of the Northeast quarter of the Northeast quarter of Section 2, Township 49, Range 33, in Kansas City, Jackson County, Missouri, lying north and west of a strip of ground 75 ft. wide, extending in a northeasterly and southwesterly direction across said quarter (¼) quarter (¼) Section, being the right-of-way of Property conveyed to Kansas City Belt Railway Company by deed dated October 20, 1882, and recorded in Book B80 at page 266, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City; and also lying north of a strip of ground 100 ft. wide cutting and partly upon the Southwest corner of said quarter (¼) quarter (¼) Section (and north and west of right-of-way of said Kansas City Belt Railway Company above described), being the right-of-way of Kansas City and Independence Rapid Transit Railway Company; afterward Kansas City Cable Railway Company, and being Property conveyed to Kansas City Cable Railway Company by deed dated October 6, 1894, and recorded in Book B 571, page 513, in the office of the Recorder of Deeds, of Jackson County, Missouri, at Kansas City; except the following portions thereof, to-wit: (a) a strip of ground thirty (30) feet wide off of the west side thereof, being the east half of Hardesty Avenue, a street in Kansas City, Missouri; (b) a strip of ground forty (40) feet wide off of the north side thereof; being the south half of Independence Avenue, a street in Kansas City, Missouri; (c) a strip of ground (30) feet wide off the east side thereof, being the west half of Topping Avenue, a street in Kansas City, Missouri as originally established; being the same land heretofore conveyed to NATIONAL IMPROVEMENT COMPANY by Trackage Realty Company by deed dated June 24, 1919 filed for record, and duly recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book Series B 1966, Page 554 on June 25, 1919, and by said National Improvement Company to party of the first part by deed dated December 14, 1935 filed for record and duly recorded in the office of the Recorder of Deeds of Jackson County, Missouri at Kansas City, in Book Series B 3228, page 601 on December 31, 1935.

Together with the buildings thereon, appurtenances thereto, and easements and rights of way, if any, whether by grant, prescription, estoppel, use or otherwise, now owned, and/or used or enjoyed by the party of the first part in respect of and/or in connection with the described premises.

LESS AND EXCEPT:

All that part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 49, Range 33, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of Independence Avenue and the East line of Hardesty Avenue, as said avenues are now established; thence East along said South line, 455.05 feet; thence South, deflecting 90°04'20" right from the last described course, 18 feet; thence East, parallel with the South line, of Independence Avenue, 15 feet; thence South, deflecting 90°04'20" right from the last described course, 165.77 feet; thence West, perpendicular to the last described course, 213.97 feet; thence South, perpendicular to the last described course, 266.43 feet thence West perpendicular to the East line of Hardesty Avenue, 252.72 feet to a point on said East line; thence North along said East line, 451.50 feet to the point of beginning. Containing 3.528 acres, more or less.

The aforementioned real estate is hereinafter referred to as the "Property".

3. Zoning

Although Federal Property is not subject to local zoning, the area is zoned "M2a" Heavy Industrial District.

4. Improvements

Site improvements include asphalt paved parking, fencing, some landscaping and the below listed buildings. Utilities are available from the street. No utilities are available to the buildings, as new feeds will be required.

A description of the structures is as follows:

Building Name	GSA Building Number	Approx. Gross Square Feet	Description
B6	MO0502AE	55,200	Two-story concrete block structure used for office/warehouse
B9	MO0503AE	181,905	Two-story (including basement) brick building used for office/warehouse
B3	MO0505AE	18,097	One-story brick structure with a basement
B7	MO0507AE	8,159	One-story office and storage structure with a crawl space
B10	MO0509AE	92,055	Three-story (including basement) structure used for office and storage
B11	MO0510AE	216,600	Three-story (including basement) structure used for office/warehouse
B13	MO0512AE	540	Structure houses transformers for the property

5. Definitions

When used herein, the following terms shall have the respective meanings set forth opposite each such term:

- (A) *CERCLA* shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, as amended. All references in this Agreement to Section 120(h) shall mean Section 120(h) of CERCLA.
- (B) *CERCLA Covenant* means the covenant to be issued by the Government in accordance with 42 U.S.C. § 9620(h)(3)(A)(ii).
- (C) *CERCLA Covenant Certificate* means a recordable certificate from the Government, to be delivered to the record title owner of the Property upon completion of all Response Actions called for under the provisions of the Consent Order, certifying that all Remedial Action for the Property called for under Section 120(h)(3)(A)(ii) of CERCLA (42 U.S.C. § 9620(h)(3)(a)(ii)) has been completed, together with the Government's further warrant that it shall take any additional Response Action found to be necessary after the date of the recordation of the CERCLA Covenant Certificate regarding any Hazardous Substance thereafter found on the Property.
- (D) *CERCLA Deferred Covenant Deed* shall mean the quitclaim deed from the Government to Purchaser for the Property pursuant to the provisions of Section 120(h)(3)(C).
- (E) *Closing* means the transaction referenced in the General Terms of Sale and as otherwise referenced herein.
- (F) *Closing Documents* means those documents required to be delivered by the Parties at the Closing as required herein.
- (G) *Consent Order* means the environmental consent order to be developed and executed between the Purchaser and the MDNR, in form acceptable to the Government, to complete all schedules for the environmental investigations Response Actions, and other corrective actions required by MDNR for the Property.
- (H) *Environmental Laws* means any and all federal, state or local laws, statutes, rules, regulations, ordinances, codes, judicial and administrative orders, consents, decrees, writs, injunctions, and judgments concerning or relating to, pollution, the use, generation, manufacture, storage, Release, discharge, or disposal of Hazardous Substances or the protection of the environment, public health, welfare and safety (including occupational safety and health).
- (I) *Government* shall mean the United States of America.
- (J) *Hazardous Substance* has the same meaning as is defined in CERCLA, 42 U.S.C. § 9601(14).

- (K) *MDNR* shall mean the Missouri Department of Natural Resources.
- (L) *NFA Certification* shall mean the “*No Further Action*” certification to be delivered to the Government by MDNR certifying that all Remedial Action has been completed for the Property called for under the Consent Order,
- (M) *Petroleum* shall mean petroleum, including crude oil or any fraction thereof which is not otherwise listed or designated as a Hazardous Substance, petroleum products, by-products and wastes, and by-products associated with the extraction, refining, or use of petroleum or petroleum products.
- (N) *Quitclaim Deed* shall mean the CERCLA Deferred Covenant Deed.
- (O) *Release* shall have the same meaning set forth in Section 101(22) of CERCLA (42 U.S.C. §9601(22)).
- (P) *Response Action* shall have the same meaning as set forth in Section 101(25) of CERCLA (42 U.S.C. § 9601(25)).

6. Reservations, Exceptions, Covenants and Agreements, Applicable to the Bid Item

- (A) This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described Property, and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patent(s) which cover(s) the Property.

- (B) This sale is made and the conveyance of the hereinabove described Property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- i. Easements reserved in Quit Claim Deed recorded as Instrument Number 2007E0069815 in the County Clerk's office of Jackson County, Missouri dated May 26, 1981, reserving easements for rail spur lines, gas line, and mutual easement for surface water drainage, and a non-exclusive easement for emergency and service vehicle access.

- ii. All existing licenses, operating agreements, permits, restrictive easements, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- iii. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas, and/or minerals, whether or not of record.
- iv. All other existing interests reserved by any Grantor(s) in chain of title unto said Grantor(s), their respective successors and assigns, which affects any portion of the Property interest(s) hereinabove described, whether or not of record.
- v. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements that may affect the subject Property.
- vi. Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

7. Environmental Information and Obligations

By this notice, GSA hereby advises as follows:

- (A) The above-described Property is suitable for early transfer pursuant to the provisions of the CERCLA (42 U.S.C. Section 9620(h)(3)(C)).
- (B) As a condition precedent to any transfer of title to the Property to non-federal ownership, the purchaser shall negotiate and execute a Consent Agreement with the MDNR within ninety (90) calendar days of award.
- (C) The CERCLA covenant will be deferred until such time after transfer that any and all required Response Actions affecting the property have been completed. It is GSA's intent to obtain a non-federal third party purchaser to acquire the Property. The purchaser will complete all Response Action(s) affecting this Property that are required by the applicable environmental regulatory agencies as necessary to protect human health and the environment, pursuant to the Consent Agreement with MDNR, as referenced above.
- (D) All available documentation addressing the environmental condition of the Property can be found on-line at <http://www.safety.gsa.gov/hardesty/>. All environmental documents provided on-line are available to the public for informational purposes only. The Government has utilized these documents to verify the conditions as they existed during the period of study addressed by each document.

(E) Bidders are invited, urged and cautioned to conduct additional environmental testing, if needed, to determine if the Property is suitable for their intended use.

(F) Completion of Necessary Remediation.

As required by CERCLA section 120(h)(3)(C), the transfer agreement shall contain the following assurances:

i. Assurance of Remediation and Schedules. Any and all necessary Response Action shall be performed by the Purchaser, or a third party on behalf of the Purchaser, in accordance with schedules and work plans approved by MDNR to be developed between Purchaser and MDNR in the Consent Order. Nothing contained in this IFB, the Quitclaim Deed, and other Closing Documents shall otherwise relieve or release the Purchaser, its successors and assigns, or any third party on behalf of the Purchaser, from its responsibility to comply with all Federal, state and/or local Environmental Laws pertaining to the Property.

ii. Adequate Assurance of Budget Requests or Alternate Funding. GSA shall submit on an annual basis through established channels, appropriate budget requests to the Director of the Office of Management and Budget that adequately address agreed upon schedules for investigation and completion of any and all necessary Response Action. The actual amount available for such effort is subject to congressional authorizations and appropriations. However, to the extent that a third party is obligated to perform the Response Action, GSA's budget requests will be appropriately reduced.

iii. Future CERCLA Covenant Certificate. In accordance with CERCLA Section 120(h)(3)(C)(iii), when any and all Response Actions required under the Consent Order to protect human health and the environment with respect to any and all Hazardous Substance remaining on the Property on the date of transfer have been taken, the Government shall thereafter execute and deliver to the Record Title Owner the CERCLA Covenant Certificate required pursuant to Section 120(h)(3)(A)(ii).

iv. Federal Responsibility. In accordance with CERCLA Section 120(h)(3)(C)(iv), a deferral of the deed covenant that all Response Actions necessary to protect human health and the environment has been completed, and shall not increase, diminish, or affect in any manner any rights or obligations of GSA under CERCLA.

8. Purchaser to Enter into Consent Order as Condition Precedent to Closing

In order to: (i) assure compliance of the all terms and conditions herein contained in this IFB, and (ii) as an express and specific condition precedent to Closing, Purchaser must develop and execute a Consent Order with MDNR within ninety (90) calendar days of award. There shall be no Closing on the

Property and the Government shall not otherwise convey the Property by Quitclaim Deed unless and until this condition precedent to Closing is met. If the Purchaser is unwilling or unable to enter into a Consent Agreement with the MDNR within ninety (90) calendar days of award, any bid deposit(s) or other amounts paid may be forfeited at the option of the Government. Upon forfeiture of bid deposits and any other amounts paid, the Purchaser further understands, agrees, and releases the Government of any and all claims under this subsection, and the Government shall release Purchaser of any further liability under this subsection. Information concerning MDNR Consent Order procedural requirements can be obtained from Ms. Christine O'Keefe, Missouri Department of Natural Resources, Division of Environmental Quality, P.O. Box 176, Jefferson City, MO 65102-0176. Telephone (573) 751-7538. Email: christine.o'keefe@dnr.mo.gov.

A condition for closing is the obligation by the Purchaser to clean up the Property in accordance with the Consent Order to be developed and executed between Purchaser and MDNR. All funding assurances required by MDNR and the Government for cleanup of the Property shall be provided through financial assurance mechanisms in form and substance satisfactory to both MDNR and the Government at their sole option and judgment. Said assurances shall be:

- (A) Valued at no less than \$3,500,000.00
- (B) Payable to the U.S. General Services Administration upon demand.
- (C) Irrevocable and effective for no less than 10 years.
- (D) Financial assurance may be in the form of Environmental Cost Cap Insurance, Irrevocable Letter of Credit, Escrow Fund, or other financial vehicle approved by GSA. The above must be provided to GSA within 90 days of award in order to be considered a responsible bid.

9. CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY

As required by CERCLA Section 120(h)(3), the United States shall include the following or substantially similar language in the **deferred covenant deed**:

- (A) Notice of Hazardous Substance Activity.

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that **Exhibit A** provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of Response Action taken, if any.

- (B) Deferred CERCLA Covenant. Pursuant to Section 120(h)(3)(A)(ii)(II), Grantor warrants that it shall take any additional Response Action found to be necessary after the date of this conveyance regarding hazardous

substances located on the Property on the date of this conveyance. On ultimate completion of the environmental remediation of the Property, the United States shall execute and file the CERCLA Covenant under 42 U.S.C. § 9620(h)(3)(A)(ii)(I) in the Records of Jackson County, Missouri.

The CERCLA Section 9620(h)(3)(A)(ii) covenant shall not apply:

- i. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance; or
- ii. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - a) results in the release or threatened release of a hazardous substance(s) that was not located on the Property on the date of this conveyance; or
 - b) causes or exacerbates the release or threatened release of a hazardous substance(s) the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; or
 - c) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(C) Notice of Claim. In the event Grantee, its successor(s) or assign(s), or any successor in interest to the Property seeks to have Grantor conduct any additional Response Action pursuant to the CERCLA covenant, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s) or any successor in interest to all or any portion of the Property, as applicable, shall provide the Government written notice within forty-five calendar days of when such event becomes known to the party in possession of all or any portion of the Property, as applicable. Such notice shall include, to the extent known, a description of the type, amount, location and cause of the alleged Release or threat of Release of the Hazardous Substance or Petroleum involved, and the Response, if any, undertaken by the Grantee, its successors or assigns, or any successor-in-interest to all or any portion of the Property, as well as credible evidence that:

- i. The associated contamination existed prior to the date of this conveyance; and

- ii. The need to conduct any additional Response Action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or party in possession.

(D) Access Easement

Grantor reserves a perpetual right and easement of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, Response Action, or corrective action on adjoining Property. Pursuant to this reservation, the United States of America and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells and treatment facilities. In addition, the State of Missouri, by and through its agencies and agents that are authorized to execute and enforce applicable environmental statutes and regulations, shall have the right (upon reasonable notice to the record title owner) to enter upon the Property to conduct any and all actions necessary to perform their lawful duties. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(E) Non-interference. Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying the Property shall not hinder or prevent GSA from properly constructing, upgrading, operating, maintaining, and monitoring any groundwater treatment facilities or processes, or engage in any activity that will disrupt or hinder required investigations, response actions, or oversight activities on the Property or adjoining Property.

10. Land Use Restrictions

The Government shall include the following land use restrictions covering the Property to be in form substantially similar to the language, below, to be included in the Quitclaim Deed

(A) Groundwater Use Restrictions. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property, or part thereof, that it shall not construct or permit to be constructed any well, and shall not extract, utilize, consume or permit to be extracted, any water from the aquifer below the surfaces of the ground within the boundary of the Property for the purpose of human consumption, or other use, unless such groundwater has been tested and found to meet applicable standards for

human consumption, or such other use, and such owner or occupant shall first have obtained written approval of GSA and the appropriate agencies of the State of Missouri, including, but not limited to, MDNR. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, analysis, or remediation, shall be the sole responsibility of the Grantee, its successors and assigns, or any successor-in-interest to the Property, without cost whatsoever to the Grantor.

(B) Non-Residential Use Restrictions. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property, or part thereof, that use of the Property shall be limited to nonresidential industrial uses except for any office or similar use incidental to industrial use if such incidental use is permitted by applicable regulatory authorities without requiring further environmental remediation beyond that required for industrial use. Prohibited residential uses include, but are not limited to, any child care, pre-school, playground, and any form of housing. In the event the Grantee, or its successors or assigns, or any successor-in-interest to the Property, or part thereof, desire to use the Property for any use other than industrial use, then Grantee, or its successors or assigns, or any successor-in-interest to the Property, or part thereof, shall perform all additional Response Action, or other corrective action, required by Federal, state and local Environmental Laws or applicable regulatory authorities for such other uses, and shall further comply with all other Federal, state and local Laws, rules, regulations, and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such Response Action, or other corrective action necessary for other than industrial use shall be the sole responsibility of the Grantee, its successors and assignees, or any successor-in-interest to the Property, without cost whatsoever to the Grantor.

(C) Ground Disturbance Restriction. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property, or part thereof, that use of the Property shall be limited by restricting the ability to disturb contaminated soil or conduct excavation activities involving such contaminated soil, without obtaining the prior approval of MDNR. All costs associated with any such disturbing activity including obtaining prior approval, shall be the sole responsibility of the Grantee, its successors and assignees, or any successor-in-interest to the Property, without cost to Grantor.

(D) In the event Grantee, its successors or assigns, or any successors-in-interest of the Property, or part thereof, desire to seek the modification or removal of the specific restrictions and covenants specified above from the Property, or any portion thereof, then Grantee, its successors or assigns, or the successors-in-interest of the Property, or part thereof (hereinafter referred as the Record Title Owner", whether one or more) shall perform or complete all environmental investigations, Response Action, or other corrective action, necessary in order to obtain consent to the modification or termination of such environmental land use restrictions from the applicable Federal and state environmental regulatory authorities. All costs associated with any such required environmental investigation, Response Action, or other corrective

action, shall be the sole responsibility of the Record Title Owner, and shall be performed without any payment of funds by Grantor.

(E) The Record Title Owner may be required to submit a work plan to the applicable Federal and State regulatory authorities to perform and complete any environmental investigations, Response Action, or other corrective action needed to seek the modification or removal of the specific restrictions and covenants specified above, or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the Record Title Owner will complete all environmental investigation, Response Action, or other corrective action, as may be required, if any, in accordance with applicable Environmental Laws.

(F) The Record Title Owner may be required by the applicable Federal and State regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal and State regulatory authorities that the Record Title Owner will complete any necessary environmental investigation, Response Action, or other corrective action on the Property, or part thereof. Upon completion of such necessary environmental investigation, Response Action, or other corrective action, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.

(G) Upon completion of any required environmental investigation, Response Action, or other corrective action, the Record Title Owner may be required to submit a close-out report and certification of completion to the applicable Federal and State regulatory authorities.

(H) If the Record Title Owner: (1) is required to comply with the procedures set forth in paragraphs (A) through (G) above, and obtains from the applicable Federal and State regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental investigation, Response Action, or other corrective action, for the Property, or any portions thereof, have been completed; or (2) is not required to comply with the procedures set forth in paragraphs (A) through (G) above, and obtains a written certification from the applicable Federal and State regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental investigation, Response Action, or other corrective action, is necessary for the Property, or any portions thereof, in order to release the use restriction, then the Record Title Owner may record the applicable written certification in the office of the county clerk where the Property is located, and a copy of the same will be sent to the GSA.

(I) Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as referenced above, the specific

restrictions and covenants shall thereafter be modified or removed, as applicable, from the title record of the Property, or the designated part thereof.

11. General Covenants

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following covenants which shall be set forth in the final instrument of conveyance in the following manner:

Grantee covenants for him/her/itself, its heirs and assigns and every successor in interest to the Property herein described or any part thereof that him/her/itself shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

(A) All restrictive covenants or other burdens or encumbrances of record affecting the subject Property.

(B) Grantee covenants for itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with 14 CFR Part 77, "Objects Affecting Navigable Airspace." Or under the authority of the Federal Aviation Act of 1958, as amended.

12. General Notices and Agreements

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following agreements:

(A) NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every purchaser of any interest in real Property on which a building was built prior to 1978 is notified that such Property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

(B) NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!

i. The Purchaser is warned that the Property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

ii. Bidders (Offerors) are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

iii. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

iv. The description of the Property set forth in the Invitation for Bids and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but any—error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

v. The Government assumes no liability for damages for personal injury, illness, disability or death to the Purchaser, or to the

Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed to warn the individual(s) injured.

vi. The Purchaser further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

(C) Notice of Pesticides Application.

The Grantee is hereby notified as follows:

- i. pesticides that have been applied in the management of the Property may be found on the Property;
- ii. the Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), its implementing regulations, and according to the labeling provided with such substances; and
- iii. the Government believes that, in accordance with the applicable provisions of CERCLA, such application of pesticides is not a Release, but instead is a consumer product in consumer use (42 U.S.C. § 9601(9)), and is application of a pesticide product registered under FIFRA for which recovery of response costs is not allowed (42 U.S.C. § 9607(i)).

(D) Post-Conveyance Environmental Contaminants Indemnity:

Grantee, for itself and its successors and assigns, hereby covenant and agrees as follows:

Grantee has inspected the described and conveyed property and has satisfied itself that the property is free of any Hazardous Substances or petroleum and/or its derivatives, and Grantee, for itself and its successors and assigns, and every successor-in-interest to the Property, or any part thereof, covenant and agree to indemnify, protect, defend, save and hold harmless the Government, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any Hazardous Substance, or petroleum, or its derivatives, that may have contaminated the Property after the date of the delivery of this Quitclaim Deed, including but not limited to, any Response Action, or other

corrective action, removal, monitoring, investigation, sampling, or testing in connection therewith.)

(E) Notice of Subsurface Structures Susceptible to Flooding:

The Grantee is hereby notified that there are subsurface structures that may be susceptible to flooding. The Government maintained the use of sump pumps in subsurface tunnels to prevent damage to those areas. Grantee, for itself and its successors and assigns, and every successor-in-interest to the Property, or any part thereof, covenant and agree to indemnify, protect, defend, save and hold harmless the Government, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising from water damage of any kind.

13. Notice of Hazardous Condition

To the extent necessary and as determined by Government and in its sole discretion may include the following or substantially similar language in the Quitclaim Deed.

(A) By this notice, the Government hereby advises all Bidders (Offerors) as follows:

A portion of the Property (Building 3) is a boiler room that was originally used to heat the federal complex. A chimney stack for the building remains on-site and notice is provided the chimney has been deteriorating because of aging and may present a hazardous condition on the Property.

14. Indoor Air Exposure Pathway Evaluation for Buildings 6 and 9

The following clauses shall be incorporated into any transfer of such portions of the property as an institutional control established to protect human health and the environment:

(A) In the event Grantee, its successor(s) or assign(s), desires to use the Property for any use that would involve indoor occupancy of any structure, then Grantee, its successor(s) or assign(s), shall perform indoor air exposure pathway evaluation for building 6 and 9 as prescribed by the Missouri Department of Natural Resources and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities.

(B) In the event Grantee, its successor(s) or assign(s), desires to conduct or permit any use inconsistent with this restriction, prior to the completion of all necessary remedial action that may contribute to adverse indoor air quality, then Grantee, its successor(s) or assign(s), at its sole cost and expense shall be

required to obtain written permission of the applicable federal, state and/or local regulatory authorities for such other uses and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities.

(C) Upon written request by Grantee, its successor(s) or assign(s), and without any payment of funds by Grantor, Grantor, by and through the General Services Administration, agrees that upon completion of any additional remedial action performed by Grantee, its successor(s) or assign(s), under this paragraph, to cooperate with Grantee, its successor(s) or assign(s), in any application, permit, order, or effort to obtain approval from appropriate regulators for the removal or revision of this restriction, subject to any necessary restrictions related to indoor air quality monitoring to be recorded in the records of the Recorder of Deeds, Office of County Clerk for Jackson County, Missouri.

SPECIAL TERMS OF SALE

1. Method of Payment – Bid Deposit

Paragraph 12 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least \$50,000. Such bid deposit must be in the form of a cashier's check, United States currency, certified check, credit card or money order issued or drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of the General Services Administration. Money orders and checks issued by the commercial organizations engaging in a principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

2. Method of Payment – Balance of Purchase Price

The balance of the purchase price shall be payable in full within 90 days of acceptance or at time of closing. Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds wire transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such bid.

3. Method of Award

Successful high bidder(s) will be notified by letter, or as otherwise specified herein, that award has been made on the item(s) bid.

GENERAL TERMS OF SALE

(Government Real and Related Personal Property)

1. Term – “Invitation for Bids”

The term “Invitation for Bids” as used herein refers to the foregoing Invitation for Bids, and its Schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conclusion of an auction.

2. Descriptions in Invitations for Bids

The descriptions of the Property set forth in the Invitation for Bids and any other information provided therein with respect to said Property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. Inspection

Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. Condition of Property

The Property is offered for sale and will be sold “As Is and “Where Is” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

5. Zoning

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids.

6. Continuing Offers

Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 180 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 180 calendar days. If the Government desires to accept any bid after the expiration of the 180 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. Possession

(A) The successful bidder agrees to assume possession of the Property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 AM local time at the location of the Property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.

(B) Although by assuming possession under (A) above the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the Property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. Taxes

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal Property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

9. Risk of Loss

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

10. Insurance

- (A) In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- (B) In the event a bid to purchase for cash is accepted and possession of the Property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- (C) Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal Property covered by the bid, and such other Property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All Property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real Property and as a loss payee for personal Property.
- (D) Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a ninety (90) calendar day notice of cancellation to GSA.
- (E) Information concerning insurance requirements will be furnished by the Office of Real Property Disposal.

11. Antitrust Laws

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

12. Revocation of Bid Deposit and Default

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice

of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidders to consummate the transaction, the deposit, together with any payments subsequently made on account, **may be forfeited** at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

13. Government Liability

If this IFB is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

14. Title Evidence

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

15. Title

If a bid for the purchase of the Property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or where appropriate, a bill of sale in conformity with local law and practice.

16. Tender of Payment and Delivery of Instrument of Conveyance

The Government shall set a sale closing date, said date to be not later than 90 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

17. Delayed Closing

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on

the part of the Government. The interest penalty shall be the greater of \$250.00 per day or the daily rate computed based on the yield of a 1-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

18. Documentary Stamps and Cost of Recording

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expenses and affix to all instruments of conveyance and security documents such as revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

19. Contract

The IFB, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

20. Officials Not to Benefit

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

INSTRUCTIONS TO BIDDERS – ONLINE AUCTION (Government Real and Related Personal Property)

1. Type of Sale

The method of sale used here is an On-Line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place until the Property is sold, except as otherwise specified herein. You can find out when new bids come in and what the high bids are by viewing our web page at www.auctionrp.com.

2. Bidding in General

Bids will be received until a high bid is determined, except as otherwise specified herein. All bids are irrevocable for 180 days from the date of conclusion of the auction. The bid that represents the best price to the Government will be considered for acceptance. **THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME FOR ANY REASON.**

3. Registering Bidders, User ID and Password

(A) Registration is a 3-step process

- i. Online registration on our Internet sale site www.auctionrp.com.
- ii. Bid Form in this IFB must be filled out, signed and dated and delivered to the sales office identified in the IFB. Faxed Bid Forms are acceptable.
- iii. Bid deposit – The authorized Bid Deposit payments methods are by Cashier's check or by Credit Card using the Bid Deposit by Credit Card form in this IFB, or as otherwise specified herein. Personal or business checks are NOT acceptable. Cash is not recommended.

(B) Once the Bid Form, on-line registration, and bid deposits are received, the bidder's User ID and Password from the on-line registration will be activated and electronic bids may be made. The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register on-line, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID will be used to identify the bidders on our auction web page, www.auctionrp.com.

4. Continuous Bidding Results

The current high bid is available any time (24 hours a day) by viewing the auction at www.auctionrp.com.

5. Bid Form

(A) Bids must be submitted on the Bid Form accompanying this IFB, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable, and bids may be modified or withdrawn by confirmed request prior to the time of conclusion of the auction, except for the highest and second highest bids. The High Bidder identified at the end of the sale

shall provide an original, signed and dated Bid Form to the sales office prior to closing.

- (B) Bid Forms shall be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid and the bid must be manually signed.
 - i. Check appropriate box for Initial or Increased bid.
 - ii. Fill in Date of Bid line.
 - iii. Fill in Bid amount in the space indicated.
 - iv. Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
 - v. Fill in the Name, Address, and Phone Number section of the Bid Form.
 - vi. Sign and date the bid form.
- (C) Bids must be submitted without contingencies.
- (D) Bids that are not submitted on GSA Forms will be rejected.
- (E) Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.
- (F) In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

6. Bid Envelopes

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB. The name and address of the bidder must be shown in the upper left hand corner of the bid envelope, and the Invitation number and the phrase; "Bid for Real Property" must be shown in the lower-left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

7. Increasing a Bid On-Line

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at (817) 978-2331. Response to telephone, fax and other inquiries will be provided as expeditiously as possible, but no claim may arise from any failure in such response. The Government reserves the right to modify the bid increment at any time prior to conclusion of the auction. By submitting your bid

through our web page, you are agreeing that your Internet bid is a binding offer subject to all of the terms of this IFB.

8. Increasing a Bid by Fax

- (A) Bids by fax may be made by using the bid deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased or initial bids is (817) 978-2063.
- (B) A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transfer a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:
 - i. Receipt of a garbled or incomplete bid
 - ii. Availability or condition of the receiving facsimile equipment
 - iii. Incompatibility between the sending and receiving equipment
 - iv. Delay in transmission or receipt of bid
 - v. Failure of the bidder to properly identify the bid
 - vi. Illegibility of a bid
 - vii. Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the sales office at 817-978-2331 for verification your bid was received.

9. 24-Hour “Soft Close” Bid Survival Routine

The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 PM CST, a 24-hour clock starts for the high bid. If the high bid on the announced date at 2:00 PM survives 24 hours without challenge, then bidding will close at the stated time and consideration for award will be given to the high bidder. If an increased bid of the increment stated herein, if any, is received within 24 hours, then bidding will be held over an additional 24-hours, excluding weekends and federal holidays, on the same terms. This process will continue until a bid remains unchallenged. Bid survival time and bid increments may be changed (reduced or increased) as determined by the Government. Bid amount increments also may be changed as determined by the Government. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at www.auctionrp.com.

10. Final Bids and Ending or Suspending the Sale

Once bidding stops and a high bid has been determined, the high bidder will be considered for award and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and the right to start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open the bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

11. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agency on behalf of the bidder shall be accompanied by an authenticated copy of this Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- (A) Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (B) Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

12. Bid Deposit Terms - Registration

- (A) A bid deposit not less than the amount required by this IFB must accompany each bid, as follows:
 - i. In the form of a cashier's check payable to the order of: "General Services Administration," or as otherwise specified herein. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be refunded to bidders, without interest, within 5 business days after rejection of the bids, or
 - ii. Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the IFB.

CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE BID DEPOSIT BY CREDIT CARD FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THIS FORM. Credit card deposits on rejected bids will be credited within 5 business days after rejection of the bid. Faxes of all required forms are acceptable.

13. Bid Deposit terms – High Bidder 10% Bid Deposit

- (A) Within five (5) business days of acceptance of an offer and award by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit within five (5) business days of government acceptance of an offer and award shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.
- (B) Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied towards the payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within ninety (90) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- (C) Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be refunded.

14. Backup Bidder

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder: 1) if the High Bidder is unable to consummate the transaction; 2) if the High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's deposit may be retained, without interest, until the High Bidder consummates the transaction. Subsequently the bid deposit of the Backup Bidder will be refunded immediately afterward. In the event that the Government is unable to consummate the transaction with the High Bidder or Backup Bidder, the Government reserves the right to consider remaining bid(s) and make an award that is in the best interest of the Government.

15. Acceptable Bid

A bid received from a responsible bidder whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by low limited to such equal bids.

16. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the sale website, faxed, emailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

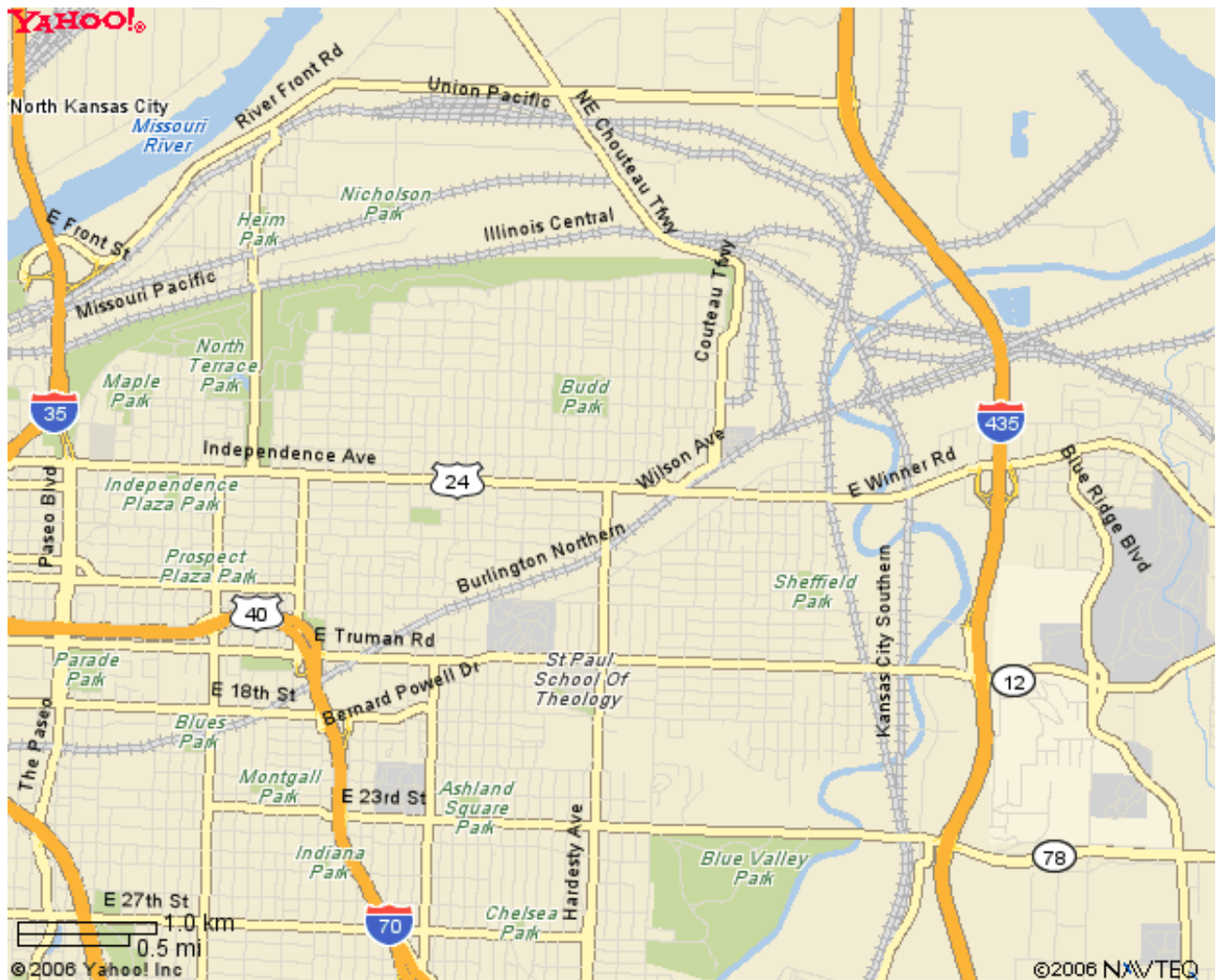
17. Additional Information

The General Services Administration issuing office, at the address given in this IFB, will, upon request provide additional copies of this IFB, Bid and Acceptance, and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to award of sale.

18. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

AREA MAP



QUITCLAIM DEED

STATE OF _____ }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to authority of the Federal Property and Administrative Services Act, of 1949 (63 Stat. 377, 40 U.S.C. 471, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$) _____ duly paid by _____ (GRANTEE'S NAME), _____ (GRANTEE'S ADDRESS), the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said _____ (GRANTEE'S NAME) (hereinafter sometimes called "Grantee"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described Property situated in the County of _____ (COUNTY), State of _____ (STATE)

to wit:

(Property description, as contained in SCHEDULE, to be inserted)

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted)

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

(Provisions as to exceptions to which conveyance is made, as set forth in the SCHEDULE, to be inserted)

Grantee covenants for himself, his heirs and assigns and every successor in interest to the Property herein described or any part thereof that he shall bind by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the future. The United States of America shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty or any successor title to this conveyance to enforce any of the following covenants herein agreed:

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property and Administrative Service Act of 1949, as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of, _____ 20____.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: James Ferracci
Office of Real Property Disposal
Public Buildings Service, Region 7
General Services Administration

(Appropriate Acknowledgment to be added)

BID FORM (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE
Photocopies & Fax are acceptable for bidding)

Former Federal Complex
607 Hardesty Ave.
Kansas City, Missouri 64124

Sale # GSA-R-1521

The undersigned bidder(s) hereby offers and agrees, if his/her auction bid is accepted within one hundred eighty (180) calendar days after the date auction is concluded, to purchase the Property described in the Schedule portion of this Invitation for the bids at the price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

Bid Amount: \$_____

Enclosed pursuant to paragraph 1 of Special Terms of Sale is a Bid Deposit in amount of:

Bid Deposit: \$50,000.

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

Including the manner of holding title (Husband and Wife, Joint Tenants, etc.) if applicable.

Name and address of bidder (type or print)

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number (_____) _____

Signature and Date

Signer's name and title (type or print)

Initial Bid

☐

Increase Bid

☐

Check One

Bidder Represents that (s)he operates as:
(check the appropriate box)

☐ an individual

☐ an individual doing business as:

☐ a partnership consisting of (all general
partners must be listed and sign Bid Form):

☐ a trustee acting for:

☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate
Bidder, on back, must be executed and submitted in
accordance with the Instructions to Bidders, Paragraph 11-A,
of this Invitation for Bids.)

BID FORM (Page 2 of 2)

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said
corporation by authority of its governing body and is within the scope of its corporate
powers.

(SEAL)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bidder has successfully submitted the highest bid at auction for purchase of Government owned Property known as the Former Federal Complex, 607 Hardesty Ave. Kansas City, Missouri 64124, GSA Control No. 7-G-MO-0637. Said high bid of \$ _____ is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____, 200__.

Signature of Contracting Officer: _____

Printed Name: _____ Contracting Officer

Bid Deposit by Credit Card

To: **General Services Administration**
Real Property Disposal Division (7PR)
819 Taylor Street, Suite 8A10
Fort Worth, TX 76102

Fax Number: 817-978-2063

Deposit and Fee Amount: \$50,000.00

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1521. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for On-line Auction, Paragraph 12, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the Property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ **M.I.:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Visa _____ **Master Card** _____ **Discover** _____ **Amex** _____

Card Number: _____ **Expiration Date** _____

Driver's License #: State _____ /DL# _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: (____) _____ **Fax Number:** (____) _____

Signature: _____ **Date:** _____

ATTACHMENT A
NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY
Former Federal Center
607 Hardesty Avenue
Kansas City, Missouri

Based upon environmental records held by the General Services Administration, the following information is provided on hazardous substances that were known to have been released, disposed of, or stored for one year or more on the Property.

1. **Trichloroethylene.** During World War II, the U.S. Army operated the property as a Quartermaster Depot. As part of the operations on-site, the Army utilized Building 6 researching clothing treatment processes which would protect soldiers from the effects of chemical warfare agents. Process chemicals were stored in above ground storage tanks (ASTs) exterior to Building 6 and piped into the building. It is believed the trichloroethylene (TCE) discovered in the soil and groundwater immediately adjacent to Building 6 originated from those research activities. The dates of such releases are unknown, but are expected to have occurred between 1940 and 1945. However, the quantities involved are unknown. Investigations of the nature and extent of the groundwater contamination have been completed; additional investigation concerning the soil contamination is yet needed to be completed, in conjunction with MDNR. A remediation plan has been submitted to and approved by the Missouri Department of Natural Resources (MDNR). Remediation is on hold pending the selection of a purchaser that will cause the necessary remediation to occur and is anticipated to begin in 2007.
2. **Petroleum Products,** such as diesel fuel, fuel oil, and gasoline, were stored in underground storage tanks (USTs) have been used throughout the history of the former Federal Complex. Fuel oil was used in Building 3 (Boiler House) to fire the boilers. Diesel fuel and gasoline were used for refueling vehicles used on-site from fuel pumps associated with the former Building 4 (Garage, which was demolished several years ago). Eventually, the USTs developed leaks and/or spills occurred; the dates and quantities of such occurrences are unknown. As of this time, the USTs have been removed; however, the petroleum contamination yet exists in sub-surface soils and groundwater. Investigations of the nature and extent of the contamination have been completed. A remediation plan has been submitted to and approved by MDNR. Remediation is on hold pending the selection of a purchaser that will cause the necessary remediation to occur and is anticipated to begin in 2007.
3. **Lead.** Operation of firing ranges results in contamination by lead, which is found in the bullets' projectile as well as the primer charge. A firing range, located in the basement of Building 9, was operated on-site, although the dates it was in operation are unknown. Environmental investigations have revealed the interior of the firing range is contaminated with lead dust. Because of the source of the contamination (weapons firing), the quantity of the lead released cannot be determined. A remediation plan has been submitted to and approved by the MDNR. Remediation is on hold pending the selection of a purchaser that will cause the necessary remediation to occur and is anticipated to begin in 2007.

4. **Polychlorinated Biphenyls (PCBs).** Due to the age of the property, various electrical transformers and breakers located on-site, as well as insulation surrounding high-voltage wiring, was found to contain PCBs. In several instances, the PCB-laden oil had leaked from the electrical equipment. The dates of such leakage and the exact quantities are unknown. In 2003, GSA undertook a project to identify all electrical equipment which showed signs of leakage. This project included all buildings currently existent on-site, except Building 13 (i.e., Buildings 3, 6, 7, 9, 10, and 11). Building 13 was not included because it is currently operated and maintained by Kansas City Power and Light. When leakage was identified, the material was tested to determine if it contained PCBs above the U.S. Environmental Protection Agency's action limit of 50 parts per million (ppm). Any leakage found exceeding 50 ppm was remediated; this was completed by 8 January 2004. Reports of these activities were submitted to and approved by MDNR. Currently, there are no known quantities of PCBs exceeding 50 ppm on-site.



U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 8A10
Fort Worth, TX 76102-6103

Official Use Only
Penalty for Private Use \$300